## SERIAL 07126 S COUNTY VEHICLE TOWING SERVICES

DATE OF LAST REVISION: March 12, 2008 CONTRACT END DATE: March 31, 2011

#### **CONTRACT PERIOD THROUGH MARCH 31, 2011**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for COUNTY VEHICLE TOWING SERVICES

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on March 12, 2008.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director Materials Management

AS/mm Attach

Copy to: Materials Management

Gidget Vigil, Equipment Services

(Please remove Serial 02044-S from your contract notebooks)

# INVITATION FOR BID FOR: COUNTY VEHICLE TOWING SERVICES (NIGP 96890)

#### 1.0 **INTENT**:

The intent of this bid any resultant contract is to establish a contract for 24 hour / 7 days a week vehicle towing services and other road services as required for the various types of Maricopa County owned fleet / equipment on an as needed basis. In order to ensure adequate coverage of the requirements, multiple awards may be made by category of vehicle and/or geographic zones whichever is in the best interest of the County. Maricopa County Equipment Services Department (ESD) will administer the resulting contract.

#### 2.0 **SCOPE OF SERVICES:**

#### 2.1 QUALIFICATION REQUIREMENTS:

#### 2.1.1 EXPERIENCE:

The Contractor shall provide a minimum of three (3) references from governmental entities (state, city, county, other municipality) in Attachment C in order for the County to verify the Respondent's capabilities and responsibility. If the Contractor has not performed these services for three governmental entities, provide the names of three (3) commercial accounts (e.g. AAA, USAA, etc.).

#### 2.1.2 EQUIPMENT:

The Contractor shall have a sufficient quantity of power-operated tow vehicles that are Department of Public Safety (DPS) inspected and capable of performing recovery work as defined in the DPS Tow Truck Rules and Regulations in good, serviceable condition available to County as needed for which they are providing service(s). Contractor shall provide documentation reflecting DPS certification or approval and a list of equipment intended for use under any resultant contract in Attachment D.

#### 2.2 **SCOPE OF SERVICES:**

#### 2.2.1 TOWING REQUIREMENTS:

- 2.2.1.1 The Contractor shall provide recovery towing services for the following types of equipment / vehicles:
  - Heavy construction trucks and equipment,
  - Street sweepers,
  - Passenger cars and light trucks,
  - Medium to heavy duty trucks,
  - Forklifts.
  - Utility/golf carts,
  - Farm-type or Semi-Tractors,
  - Trailers up to 50'

#### 2.2.1.2 Tow weight classifications:

- 2.2.1.2.1 Heavy Tow Vehicle shall be capable of towing heavy construction trucks/equipment, farm tractors, semi-tractors and equipment and street sweepers.
- 2.2.1.2.2 Medium Tow Vehicle shall be capable of towing all other vehicles.
- 2.2.1.2.3 Light Tow Vehicle shall be capable of towing passenger cars, light trucks, forklifts, utility/golf carts, farm-type tractors and trailers.

#### 2.2.2 OTHER ROAD SERVICES:

The contractor(s) shall be authorized to provide other road services to avoid towing. Such other services may include:

- A lockout:
- Refueling; or
- Jumpstart.

#### 2.2.3 EQUIPMENT REQUIREMENTS:

- 2.2.3.1 The Contractor shall have a sufficient quantity of power-operated tow vehicles and transport trailers in good, serviceable condition available to ESD as needed for the service type (light, medium or heavy duty, or oversize/overweight) for which they are providing service(s). All tow vehicles must be Department of Public Safety (DPS) inspected and capable of performing recovery work as defined in the DPS Tow Truck Rules and Regulations. Light duty tow vehicles may be either "boom"-type or rollback. All tow vehicles at all times must carry sufficient equipment necessary to prevent damage to a towed vehicle, including but not limited to, chains, slings, bumpers, snatch blocks, brooms, shovels and buckets and/or containers for carrying trash, debris, etc., from service location. Rollback and/or tilt-bed vehicles must, in addition, carry a minimum of two (2) motorcycle tie-down straps. Any failure to provide the above listed equipment or items on site may result in loss of a service call. The transport trailers must be able to transport oversize/overweight loads of non-towable vehicle/equipment from 12,001 to 80,000 GVW. The contractor must comply with all Federal and State Motor Carrier Safety requirements and obtain the required oversize/overweight permits as necessary.
- 2.2.3.2 Vehicles intended for use as Heavy Duty tow vehicles shall meet all current federal, state and local requirements. They shall be inspected and passed by Motor Vehicles Division and DPS prior to use under this Contract. Inspections will be verified prior to vehicle being allowed or included.
- 2.2.3.3 Contractor equipment shall comply with the requirements of current City and State laws and current DPS Tow Truck Rules and Regulations (Title 13, Public Safety, Chapter 3. DEPARTMENT OF PUBLIC SAFETY, TOW TRUCKS). All vehicles used to provide service shall have a current Arizona Vehicle Emission Inspection Certificate to exhibit compliance with local emissions standards unless exempted due to Contractor's location.
- 2.2.3.4 All tow vehicles shall have the Contractor's name painted in a minimum of three (3) inch letters on both sides and shall display a DPS inspection seal.
- 2.2.3.5 The Contractor's tow vehicles may be used for other business purposes when not providing services under this Contract.
- 2.2.3.6 All Contractor tow vehicles shall have operational two-way radios, mobile telephones or other like equipment, installed for communication with Contractor's dispatcher.

#### 2.2.4 DRIVER'S REQUIREMENTS:

2.2.4.1 All of the Contractor's tow truck drivers shall meet the requirements specified in Title 13, Public Safety, Chapter 3. *Department of Public Safety, Tow Trucks*. Heavy tow vehicle drivers shall also posses a current commercial driver license in order to operate a tow vehicle rated as heavy. Contractor shall provide the same information, to the ESD Tow Coordinator, within three (3) working days

- of being hired, on all new drivers hired during the term of this Contract. The Driver or operator shall provide his/her license to any law enforcement officer upon demand.
- 2.2.4.2 Drivers shall refrain from using profane or vulgar language in a public area while performing work under this Contract.
- 2.2.4.3 Contractor shall not subcontract for tow vehicle driver labor services unless a form SS-8 has been filed with the IRS and the IRS has determined that tow vehicle driver position qualifies as that of an independent contractor. The Contractor shall be in full compliance with Circular E, Employers Tax Guide of the Internal Revenue Service Department and in full compliance with the State of Arizona Worker's Compensation insurance regulations.

#### 2.2.5 SERVICE REQUESTS:

- 2.2.5.1 ESD will dispatch service calls to the Contractor. The dispatch information will include:
  - Location / directions;
  - Type of vehicle;
  - Reason vehicle down;
  - Vehicle color;
  - County vehicle number;
  - Vehicle plate number;
  - Call-back number;
  - Designated facility to deliver the County vehicle/equipment; and
  - Instructions if Other Road Services are required.

#### 2.2.6 RESPONSE TIME:

- 2.2.6.1 Contractor shall provide a single, 24-hour telephone number to ESD to use to request towing services. Contractor must acknowledge their acceptance of a call immediately. If contact is made with an answering machine, the County may use another contractor on contract.
- 2.2.6.2 The Contractor shall respond and arrive at the scene within one (1) hour of the time the call is received. Failure by the Contractor to meet the response time requirement for an acceptable number of calls, as determined by County, may be considered grounds for suspension or termination of this Contract. County recognizes that occasions may arise in which the Contractor may be unable to supply a tow vehicle or respond within the required response time. In this situation, the County may use another Contractor on the contract.
- 2.2.6.3 Response time may be extended by ESD to allow for reasonable and safe driving time or to compensate for periods of inclement weather that would create hazardous driving conditions as well as unforeseen highway closures and detours, or for parking limitations imposed by municipalities. It is also recognized there may be remote areas within certain tow zones where there may not be sufficient Contract coverage, thereby causing the response time to be longer than one (1) hour. County will take this into consideration when the response time exceeds one (1) hour in those zones. If the contractor cannot meet the required response times, it shall be related at the time of the dispatch or when delays occur after acceptant. Contact ESD at 602-506-4678 or 506-4666 to allow for other arrangements.
- 2.2.6.4 The Contractor must have the ability to communicate with its drivers via radio, mobile telephone or other like equipment, so ESD Tow Coordinator has the

ability to pass-on information to the driver through the Contractor's dispatch center as the driver responds to a call. The use of an answering service as a means of communication with ESD must be approved by the ESD Tow Coordinator or his/her designate and must provide confirmation that the driver received the call.

#### 2.2.7 GONE ON ARRIVAL:

In the event the contractor arrives at the tow scene and is unable to tow the vehicle due to erroneous information provided by ESD, the contractor will note the location, arrival and departure time, reason for non-performance of service, and bill the County accordingly, as specified on the pricing pages (Attachment A). This condition shall be known as, "Gone On Arrival" (GOA).

2.2.7.1 In the event the County cancels a towing assignment due to the Sheriff's Patrol requiring a vehicle to be immediately removed for public safety, the contractor cannot charge the County a GOA charge.

#### 2.2.8 EQUIPMENT INSPECTION:

Inspection and approval of the towing equipment by ESD may be necessary before this agreement becomes effective. Any change or substitution of the towing equipment shall be subject to the prior written approval of Maricopa County Materials Management and ESD.

2.2.8.1 Vehicles intended for use as Heavy Duty tow vehicles shall meet all current federal, state, and local requirements. They shall be inspected and passed by Motor Vehicles Division and DPS prior to use under this Contract. Inspections will be verified prior to vehicle being allowed or included.

#### 2.2.9 STAND-BY TIME:

Stand-by time shall be paid at an hourly rate and after one-half (1/2) hour of continuous time at the designated location. No stand-by charge shall reflect the County when the conditions is the result of circumstances created by the Contractor such as, waiting for additional or different equipment.

#### 2.2.10 ROUTINE RECOVERY:

Routine recovery shall **include** call-out, **travel time**, hook up, preparation to tow, clean up of debris and first 10 miles of tow. Additional one-way mileage charges **start from the scene to the designated location given by ES and** will be consistent with the mileage charges per vehicle / equipment type. If towing is not involved, there will be no additional mileage charge.

## 2.2.11 ROLLBACK RECOVERY:

When conditions prohibit the direct tow of a vehicle and/or recovery requires the separation of the vehicle from the roadway surface, flatbed equipment shall be used for this service. Utility carts, golf carts, tractors, and forklifts *shall* be recovered by flatbed method. Charges for this service shall be clearly noted on each invoice.

#### 2.2.12 GEOGRAPHIC AREAS:

The County may determine to award in three (3) geographic zones. The zones are as outlined below. (See Exhibit 3 for map of areas.)

- 2.2.12.1 Zone #1. All of Maricopa County east of Interstate 17. This includes the northbound lanes of Interstate 17. The overlap area of I-17 and I-10 in central Phoenix is covered in this area.
- 2.2.12.2 Zone #2. All of Maricopa County west of Interstate 17 and south of Interstate 10. This includes the eastbound lanes of I-10. I-10 in this area starts at the I-17 and I-10 interchange at the stack.
- 2.2.12.3 Zone #3. All of Maricopa County west of Interstate 17 and north of Interstate 10. This includes the southbound lanes of I-17 and the westbound lanes of I-10. I-10 in this area starts at the I-17 and I-10 interchange at the stack.

All vehicles will be towed to Equipment Services at 3325 W. Durango Street, Phoenix, Arizona 85009 unless otherwise specified by ESD.

#### 2.3 ADDITIONAL SERVICE LOCATIONS:

Contractors may have multiple business locations included on the resulting contract and must provide a list of addresses for all locations to be included at the same pricing and indicate in which zone the Contractor's business is located.

#### 2.4 INVOICES AND PAYMENTS:

- 2.4.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. One (1) legible copy of invoice must be left with the service writer or in the vehicle after hours at time of tow/delivery. At a minimum, the invoice must provide the following information:
  - Company name, address and contact
  - County bill to Department name and contact information (requestor's name)
  - Contract Serial Number
  - County purchase order number
  - Invoice number and date
  - Payment terms
  - Date and time of service
  - Location of tow scene
  - Destination of vehicle
  - County vehicle number
  - County vehicle license plate number
  - Description of Services
  - Odometer reading (start and finish from hook-up to destination) from the towing vendor vehicle
  - Pricing per unit of purchase
  - Extended price
  - Hook-up rate (includes 1<sup>st</sup> 10 miles)
  - Mileage w/rate (if applicable)
  - Arrival and completion time
  - Contractor employee name and signature
  - Signature of County employee (when available)
  - Total Amount Due

Invoices / Delivery Tickets should be sent to:

Maricopa County Equipment Services Department

3325 W. Durango Street, Phoenix, Arizona 85009

Problems regarding billing or invoicing shall be directed to ESD as listed on the Purchase Order.

- 2.4.2 Payment will be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).
- 2.4.3 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

#### 2.5 TAX:

NO TAX SHALL BE LEVIED AGAINST LABOR. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

#### 2.6 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

## 3.0 **SPECIAL TERMS & CONDITIONS:**

#### 3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed price requirements-type contract to cover a three (3) year period.

#### 3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

#### 3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract's anniversary. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

#### 3.4 INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

#### 3.5 INSURANCE REQUIREMENTS

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

Contractor is required to procure and maintain the following coverages indicated by a checkmark:

#### 3.5.1 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

## 3.5.2 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

#### 3.5.3 Workers' Compensation:

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

#### 3.5.4 Garage Keepers Legal Liability.

Provides coverage for all loss or damage to the customer's property while in the Contractor's care, for which the Contractor is legally liable. This insurance shall have a minimum limit of \$50,000 per vehicle and \$100,000 per heavy duty vehicle per occurrence.

## 3.5.5 On-Hook Coverage.

Contractor shall maintain such liability insurance with a limit of not less than \$100,000 Property Damage per occurrence.

#### 3.5.6 Certificates of Insurance.

3.5.6.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

#### 3.5.6.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

#### 3.6 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Respondents without this capability may be considered non-responsive and not eligible for award consideration.

#### 3.7 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to communicate and to place orders under this Contract. Respondents without this capability may be considered non-responsive and not eligible for award consideration.

#### 3.8 REQUIREMENTS CONTRACT:

- 3.8.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. The Contractor understands and hereby acknowledges that the County makes no representations nor guarantees the Contractor any minimum or maximum number or frequency of tow calls under this Contract. Within each area designation, County reserves the right to use the services of any towing company that has been awarded a contract.
- 3.8.2 Additionally, the Contractor agrees that, as deemed necessary by County, it may become necessary to require additional services of a contracted area towing company from outside the delineated scope of the general requirements. The Contractor understands that this is a public safety option held open by County and will be used only in exigent circumstances, inclusive of but not limited to adverse weather occurrences and/or multivehicle accidents, when and if the Contractor's resources are not sufficient to respond according to the provisions and requirements of this Contract.

#### 3.9 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

ANDREA STUPKA, PROCUREMENT OFFICER, 602-506-3504 (astupka@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

GIDGET VIGIL, EQUIPMENT SERVICES, PROCUREMENT SPECIALIST, 602-506-4674 gidgetvigil@mail.maricopa.gov

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

#### 3.10 EVALUATION CRITERIA.

- 3.10.1 The evaluation of Bids will be based on, but will not be limited to, the following:
  - 3.10.1.1 Compliance with specifications.
  - 3.10.1.2 Price.
  - 3.10.1.3 Determination of Responsibility.
- 3.10.2 The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

#### 3.11 SUBMISSION PRICE CLARITY.

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications specify. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

#### 3.12 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS.

Respondents shall provide one (1) original hardcopy (labeled) and one (1) electronic copy of pricing (Attachment A shall be in Excel format, NO pdf files), on CD. Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. The owner, corporate official or partner who has been authorized to make such commitments must sign bids.

#### 3.13 RESPONDENT REVIEW OF DOCUMENTS.

The Respondent must review its Bid submission to assure the following requirements are met.

- 3.13.1 **Mandatory:** One (1) original hardcopy (labeled) and one (1) electronic copy (Excel format only) of pricing on a CD;
- 3.13.2 **Mandatory:** Attachment "A", Pricing (Excel format only);
- 3.13.3 **Mandatory:** Attachment "B", Agreement;
- 3.13.4 **Mandatory:** Attachment "C", References;
- 3.13.5 **Mandatory:** Attachment "D", Equipment List;
- 3.13.6 **Mandatory:** Attachment "E", Owners / Operators List; and
- 3.13.7 **Mandatory:** Documentation reflecting DPS certification.

#### 3.14 COMMUNICATION IN ENGLISH:

It is mandatory that the lead person assigned to any facility be able to speak, read and write in English in order to communicate with the ESD Towing Coordinator.

#### 3.15 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

- 3.15.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:
  - 3.15.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
  - 3.15.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 3.15.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
  - 3.15.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.
- 3.15.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.
- 3.15.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

#### 3.16 ALTERNATIVE DISPUTE RESOLUTION:

- 3.16.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:
  - 3.16.1.1 Render a decision;
  - 3.16.1.2 Notify the parties that the exhibits are available for retrieval; and
  - 3.16.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).
- 3.16.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

3.16.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

#### 3.17 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

#### 3.18 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

#### 3.19 POST AWARD MEETING:

The successful Respondent(s) may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of the Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

# ALL OVER TOWING, 14405 NORTH 7<sup>TH</sup> STREET, PHOENIX, AZ 85022

ACCEPT PROCUREMENT CARD:YES NO _X_
REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: YESXNO % REBATE (Payment shall be made within 48 hrs utilizing the Purchasing Card)
INTERNET ORDERING CAPABILITY:YESX_NO
OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: _X_YESNO
PRICING SHEET: 9689001

# SECONDARY AWARD

ALL PRICES ARE SET FOR 24 HOURS PER DAY / 365 DAYS A YEAR

## 1.0 PRICING:

1.1 <b>ZONE 1</b>	LIGHT-DUTY	MEDIUM-DUTY	HEAVY-DUTY
1.1.1 Call-Out / Hook-up	\$40 /Flat Rate	\$50 /Flat Rate	\$75 / Flat Rate
1.1.2 Mileage - (after first 10 miles)	\$2.50 / Mile	\$3.00 / Mile	\$3.50 / Mile
1.1.3 Off-Road Recovery	\$50.00 /Hour	\$60.00 / Hour	\$85.00 / Hour
1.1.4 Stand-By	\$25 / Hour	\$35 / Hour	\$60 / Hour
1.1.5 Water Recovery			
1.1.5.1 Partial Submerge	\$50 / Hour	\$60 / Hour	\$80.00 / Hour
1.1.5.2 Full Submerge	\$75 / Hour	\$85 / Hour	\$110 / Hour
1.1.6 Winch to Upright/Over 75 Ft Cable Req'd	\$50 / Hour	\$60 / Hour	\$85 / Hour
1.1.7 Driveline/Axle Removal	\$25 / Flat Rate	\$25 / Flat Rate	\$35 / Flat Rate
1.3 <b>ZONE 3</b>	<u>LIGHT-DUTY</u>	MEDIUM-DUTY	HEAVY-DUTY
1.3.1 Call-Out / Hook-Up	\$40 / Flat Rate	\$50 / Flat Rate	\$75 /Flat Rate
1.3.2 Mileage – (after first 10 miles included in call-out)	\$2.50 / Mile	\$3 / Mile	\$3.50 /Mile
1.3.3 Off-Road Recovery	\$50 / Hour	\$60 / Hour	\$85 /Hour
1.3.4 Stand-By	\$25 / Hour	\$35 / Hour	\$60 /Hour

# ALL OVER TOWING, 14405 NORTH 7<sup>TH</sup> STREET, PHOENIX, AZ 85022

ZONE 3	LIGHT-DUTY	MEDIUM-DUTY	HEAVY-DUTY
1.3.5 Water Recovery			
1.3.5.1 Partial Submerge	\$50 / Hour	\$60 / Hour	\$85 /Hour
1.3.5.2 Full Submerge	\$75 / Hour	\$85 / Hour	\$110 /Hour
1.3.6 Winch to Upright/Over 75 Ft Cable Req'd	\$50 / Hour	\$60 / Hour	\$85 /Hour
1.3.7 Driveline/Axle Removal	\$25 / Flat Rate	\$25 / Flat Rate	\$35 /Flat Rate
		ZONE 1	ZONE 3
1.4 Gone on Arrival (GOA)	_ <u>.</u> .	\$20 / Flat Rate	\$20 / Flat Rate
1.5 Other Services (To include first 10 miles)			
1.5.1 Jumpstart vehicle	<u>. !</u>	\$30 / Flat Rate	\$30 / Flat Rate
1.5.2 Lockout	<u>_:</u>	\$30 / Flat Rate	\$30 / Flat Rate
1.5.3 Refueling of 5 gallons & Delivery Charge	_ <u>.:</u>	\$45 / Flat Rate	\$45 / Flat Rate
1.5.4 Mileage charge after 10 miles		\$1.50 / Per Mile	\$1.50 / Per Mile

Terms: NET 30

Vendor Number: W000010328 X

Telephone Number: 602/993-4874

Fax Number: 602/993-2063

Contact Person: Joseph Dimarco

E-mail Address: <u>mvmotorcare@yahoo.com</u>

Certificates of Insurance Required

Contract Period: To cover the period ending **March 31, 2011.** 

# AUTO CITI TOWING LLC., 1731 N. ARIZONA AVENUE, CHANDLER, AZ 85225 ACCEPT PROCUREMENT CARD: X YES NO REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: \_\_X\_ YES \_\_\_NO \_\_5\_ % REBATE (Payment shall be made within 48 hrs utilizing the Purchasing Card) INTERNET ORDERING CAPABILITY: \_\_X\_YES\_\_\_NO \_\_\_\_% DISCOUNT OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: \_\_X\_YES \_\_\_\_NO PRICING SHEET: 9689001 **SECONDARY AWARD** ALL PRICES ARE SET FOR 24 HOURS PER DAY / 365 DAYS A YEAR 1.0 PRICING: **ZONE 2** 1.5 Other Services (To include first 10 miles) 1.5.1 Jumpstart vehicle \$35.00 / Flat Rate 1.5.2 Lockout \$35.00 / Flat Rate 1.5.3 Refueling of 5 gallons & Delivery Charge \$55.00 / Flat Rate 1.5.4 Mileage charge after 10 miles \$1.75 / Per Mile 1.10 Additional Service Location: Location 1: 1731 N. Arizona Avenue Chandler, Arizona 85225 Point of Contact Eric Worden Phone # 480-797-1319 Terms: 5% 30 Days Net 31 Vendor Number: W000010190 X Telephone Number: 480/644-8181 Fax Number: 480/963-8771 Contact Person: Troy Myers E-mail Address: tmyers@autocitiaz.com Certificates of Insurance Required

To cover the period ending March 31, 2011.

Contract Period:

# $\underline{DV\ TOWING\ LLC., 23881\ N.\ 7^{TH}\ AVENUE, PHOENIX, AZ\ 85085}$

ACCEPT PROCUREMENT CARD:X_YES NO
REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: _X YESNO3_9 REBATE (Payment shall be made within 48 hrs utilizing the Purchasing Card)
INTERNET ORDERING CAPABILITY: _XYESNO% DISCOUNT
OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: _X_YESNO
PRICING SHEET: 9689001

# SECONDARY AWARD

ALL PRICES ARE SET FOR 24 HOURS PER DAY / 365 DAYS A YEAR

# 1.0 PRICING:

	ZONE 1	ZONE 2	ZONE 3
1.6 Transport Trailer Tow 12,001 GV 42,000 GVW	√W -		
1.6.1 Transport Service	<u>\$95.00 / Per Hour</u>	\$95.00 / Per Hour	\$95.00 / Per Hour
1.6.2 Oversize permit	\$35.00 / Per Permit	\$35.00 / Per Permit	\$35.00 / Per Permit
1.7 Transport Trailer Tow 42,001 GVW - 60,000 GVW			
1.7.1 Transport Service	\$125.00 / Per Hour	\$125.00 / Per Hour	\$125.00 / Per Hour
1.7.2 Oversize permit	\$35.00 / Per Permit	\$35.00 / Per Permit	\$35.00 / Per Permit
1.8 Transport Trailer Tow 60,001 GV 80,000 GVW	√W -		
1.8.1 Transport Service	<u>\$95.00 / Per Hour</u>	\$95.00/ Per Hour	\$95.00 / Per Hour
1.8.2 Oversize permit	\$35.00 / Per Permit	\$35.00 / Per Permit	\$35.00 / Per Permit
1.9 Additional Manpower (Sections 1 1.8.2)	1.6 - <u>\$25.00 / Per Hour</u>	\$25.00 / Per Hour	\$25.00 / Per Hour
1.10 Additional Service Location:		ZONE#	
Location 1:	23881 N. 7TH AVE		
	PHOENIX, ARIZONA 85085	ZONE 1	<u></u>
Point of Contact	DISPATCH		
Phone #	623.516.8700		
Location 2:	5715 W. MARYLAND		
	GLENDALE, AZ 85301	ZONE 3	
Point of Contact	DISPATCH		
Phone #	623.516.8700		

# DV TOWING LLC., 23881 N. 7<sup>TH</sup> AVENUE, PHOENIX, AZ 85085

Location 3: 1635 N. ALMA SCHOOL ROAD

MESA, AZ 85201

ZONE 1 DISPATCH

Point of Contact Phone #

623.516.8700

Terms: 5% 30 Days Net 31

Vendor Number: W000011188 X

Telephone Number: 623/516-8700

Fax Number: 623/582-0784

Contact Person: Nathan Larkin

DVTowing@aol.com E-mail Address:

Certificates of Insurance Required

Contract Period: To cover the period ending March 31, 2011.

# SHAMROCK TOWING, 2801 W. OSBORN, PHOENIX, AZ 85017

ACCEPT PROCUREMENT CARD: _X_YES NO
REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:X_ YESNO _5_ % REBATE (Payment shall be made within 48 hrs utilizing the Purchasing Card)
INTERNET ORDERING CAPABILITY:XYESNO% DISCOUNT
OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT:X_YESNO
PRICING SHEET: 9689001

## SECONDARY AWARD

ALL PRICES ARE SET FOR 24 HOURS PER DAY / 365 DAYS A YEAR

#### 1.0 PRICING:

1.2 <b>ZONE 2</b>	<b>LIGHT-DUTY</b>	MEDIUM-DUTY	<b>HEAVY-DUTY</b>
1.2.1 Call-Out / Hook-Up	\$45.00 / Flat Rate	\$85.00 / Flat Rate	105/ Flat Rate
1.2.2 Mileage - (after first 10 miles)	\$2.25 / Mile	\$3.25 / Mile	\$3.85 / Mile
1.2.3 Off-Road Recovery	\$65.00 / Hour	\$95.00 / Hour	\$120.00 / Hour
1.2.4 Stand-By	\$30.00 / Hour	\$50.00 / Hour	\$75.00 / Hour
1.2.5 Water Recovery			
1.2.5.1 Partial Submerge	\$74.00 / Hour	\$225.00 / Hour	\$225.00 / Hour
1.2.5.2 Full Submerge	\$225.00 / Hour	\$225.00 / Hour	\$225.00 / Hour
1.2.6 Winch to Upright/Over 75 Ft Cable Req'd	\$65.00 / Hour	\$95.00 / Hour	\$120.00 / Hour
1.2.7 Driveline/Axle Removal	\$28.00 / Flat Rate	\$32.00 / Flat Rate	\$32.00 / Flat Rate
	ZONE 1	ZONE 2	ZONE 3
1.4 Gone on Arrival (GOA)		\$60.00 / Flat Rate	

1.10 Additional Service Location:

ZONE# 1, 2 & 3

Location 1: Central Dispatch
2801 W. Osborn Rd.

Point of Contact for:
Light Duty Call taker
Heavy Duty Dispatch
Dispatch Supervisor
Operations Manager

(602) 523-3300
(602) 523-3311
(602) 523-3312
(602) 523-3374

## SHAMROCK TOWING, 2801 W. OSBORN, PHOENIX, AZ 85017

Location 2:Heavy Duty ManagerPoint of Contact:Jermey Vanderploeg

Phone # (602) 723-3079 24 hour cell

Location 3: <u>Emergency - Any issue requiring immediate Mgmt. Contact</u>

Point of Contact: <u>Manager on Duty - 24 hour</u>

Phone #: (602) 523-3314

Location 4: Fleet Maintenance Manager - Road Service or maintenance questions

Point of Contact: <u>Clarke Brewer</u>

Phone #: (602) 763-4574 24 hour cell

Terms: 2% 10 Days Net 30

Vendor Number: W000002999 X

Telephone Number: 602/523-3300

Fax Number: 602/523-3389

Contact Person: Kevin Bergner

E-mail Address: <u>kbergner@unitedroadtowing.com</u>

Certificates of Insurance Required

Contract Period: To cover the period ending **March 31, 2011.** 

ACCEPT PROCUREMENT CARD:X_YES NO	
REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:X_ YESNO2_9 REBATE (Payment shall be made within 48 hrs utilizing the Purchasing Card)	%
INTERNET ORDERING CAPABILITY:XYESNO% DISCOUNT	
OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT:YES _XNO	
PRICING SHEET: 9689001	

# PRIMARY AWARD

1.2.5 Water Recovery

ALL PRICES ARE SET FOR 24 HOURS PER DAY / 365 DAYS A YEAR

## 1.0 PRICING:

1.1 <b>ZONE 1</b>	LIGHT-DUTY	MEDIUM-DUTY	HEAVY-DUTY
1.1.1 Call-Out / Hook-up	\$40.00 / Flat Rate	\$50.00 / Flat Rate	\$65.00 / Flat Rate
1.1.2 Mileage - (after first 10 miles)	\$2.00 / Mile	\$2.50 / Mile	\$3.00 / Mile
1.1.3 Off-Road Recovery	\$40.00 /Hour	\$50.00 / Hour	\$75.00 / Hour
1.1.4 Stand-By	\$0.00 / Hour	\$0.00 / Hour	\$0.00 / Hour
1.1.5 Water Recovery			
1.1.5.1 Partial Submerge	\$0.00 / Hour	\$0.00 / Hour	\$0.00 / Hour
1.1.5.2 Full Submerge	\$0.00 / Hour	\$0.00 / Hour	\$0.00 / Hour
1.1.6 Winch to Upright/Over 75 Ft Cable Req'd	\$20.00 / Hour	\$25.00 / Hour	\$32.50 / Hour
1.1.7 Driveline/Axle Removal	\$20.00 / Flat Rate	\$20.00 / Flat Rate	\$25.00 / Flat Rate
1.2 <b>ZONE 2</b>	LIGHT-DUTY	MEDIUM-DUTY	HEAVY-DUTY
1.2.1 Call-Out / Hook-Up	\$40.00 / Flat Rate	\$50.00 / Flat Rate	\$65.00 / Flat Rate
1.2.2 Mileage - (after first 10 miles)	\$2.00 / Mile	\$2.50 / Mile	\$3.00 / Mile
1.2.3 Off-Road Recovery	\$40.00 / Hour	\$50.00 / Hour	\$75.00 / Hour
1.2.4 Stand-By	\$0.00 / Hour	\$0.00 / Hour	\$0.00 / Hour

1.2.5.1 Partial Submerge	\$0.00 / Hour	\$0.00 / Hour	\$0.00 / Hour
1.2.5.2 Full Submerge	\$0.00 / Hour	\$0.00 / Hour	\$0.00 / Hour
1.2.6 Winch to Upright/Over 75 Ft Cable Req'd	\$20.00 / Hour	\$25.00 / Hour	\$32.50 / Hour
1.2.7 Driveline/Axle Removal	\$20.00 / Flat Rate	\$20.00 / Flat Rate	\$25.00 / Flat Rate
1.3 <b>ZONE 3</b>	LIGHT-DUTY	MEDIUM-DUTY	HEAVY-DUTY
1.3.1 Call-Out / Hook-Up	\$40.00 / Flat Rate	\$50.00 / Flat Rate	\$65.00 / Flat Rate
1.3.2 Mileage - (after first 10 miles included in call-out)	\$2.00 / Mile	\$2.50 / Mile	\$3.00 / Mile
1.3.3 Off-Road Recovery	\$40.00 / Hour	\$50.00 / Hour	\$75.00 / Hour
1.3.4 Stand-By	\$0.00 / Hour	\$0.00 / Hour	\$0.00 / Hour
1.3.5 Water Recovery			
1.3.5.1 Partial Submerge	\$0.00 / Hour	\$0.00 / Hour	\$0.00 / Hour
1.3.5.2 Full Submerge	\$0.00 / Hour	\$0.00 / Hour	\$0.00 / Hour
1.3.6 Winch to Upright/Over 75 Ft Cable Req'd	\$20.00 / Hour	\$25.00 / Hour	\$32.50 / Hour
1.3.7 Driveline/Axle Removal	\$20.00 / Flat Rate	\$20.00 / Flat Rate	\$25.00 / Flat Rate
	ZONE 1	ZONE 2	ZONE 3
1.4 Gone on Arrival (GOA)	\$25.00 / Flat Rate	\$0.00 / Flat Rate	\$0.00 / Flat Rate
1.5 Other Services (To include first 10 miles)			
1.5.1 Jumpstart vehicle	\$25.00 / Flat Rate	\$25.00 / Flat Rate	\$25.00 / Flat Rate
1.5.2 Lockout	\$40.00 / Flat Rate	\$40.00 / Flat Rate	\$40.00 / Flat Rate
1.5.3 Refueling of 5 gallons & Delivery Charge	\$25.00 / Flat Rate	\$25.00 / Flat Rate	\$25.00 / Flat Rate
1.5.4 Mileage charge after 10 miles	\$2.00 / Per Mile	\$2.00 / Per Mile	\$2.00 / Per Mile

1.6 Transport Trailer Tow 12,000 42,000 GVW	I GVW -	ZONE 1	ZONE 2	ZONE 3
1.6.1 Transport Service		\$75.00 / Per Hour	\$75.00 / Per Hour	\$75.00 / Per Hour
1.6.2 Oversize permit		\$0.00 / Per Permit	\$0.00 / Per Permit	\$0.00 / Per Permit
1.7 Transport Trailer Tow 42,001 GVW - 60,000 GVW				
1.7.1 Transport Service		\$85.00 / Per Hour	\$85.00 / Per Hour	\$85.00 / Per Hour
1.7.2 Oversize permit		\$0.00 / Per Permit	\$0.00 / Per Permit	\$0.00 / Per Permit
1.8 Transport Trailer Tow 60,000 80,000 GVW 60,001 GVW - 80,000GVW	I GVW -			
1.8.1 Transport Service		\$95.00 / Per Hour	\$95.00 / Per Hour	\$95.00 / Per Hour
1.8.2 Oversize permit		\$45.00 / Per Permit	\$45.00 / Per Permit	\$45.00 / Per Permit
1.9 Additional Manpower (Sections 1.6 - 1.8.2)				
1.10 Additional Service Location:  Location 1:  Point of Contact Phone #  2ONE#  ZONE#  Avondale, Arizona 85323  2  ZONE#  Avondale, Arizona 85323  2				
Location 2:  Point of Contact Phone #	8139 N. 83rd Ave Peoria, Arizona 85345 21602 N. 185th Ave Surprise, Arizona 85374  Dispatch 623 869-0284			
Location 3:  Point of Contact Phone #	22500 N. 21st Ave Phoenix, Arizona 85027 1402 S 25th Ave Phoenix, Arizona 85009 Dispatch 623 869-0284			

Terms: 2% 10 Days Net 30

Vendor Number: W000005378 X

Telephone Number: 623/869-0284

Fax Number: 623/780-2195

Contact Person: Curtis Cousino

E-mail Address: <a href="mailto:curtis.cousino@roadonewest.com">curtis.cousino@roadonewest.com</a>

Certificates of Insurance Required

Contract Period: To cover the period ending March 31, 2011.